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BEFORE THE
FEDERAL MARITIME COMMISSION

FILED

AUG 30 2018

Federal Maritime Commission
Office of the Secretary

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

— vs. —

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

INFORMAL DOCKET NO.: 1953(I)

KAIRAT NURGAZINOV,

— vs. —

MICHAEL HITRINOV a/k/a
MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.

COMPLAINANTS' MOTION TO SUPPLEMENT THE RECORD

Pursuant to Rules 69 and 71 of the Federal Maritime Commission's (the "Commission") Rules of Practice and Procedure (46 C.F.R. 502 *et seq.*), Complainants, through their Counsel, Marcus A. Nussbaum, Esq. respectfully submit this Motion to Supplement the Record.

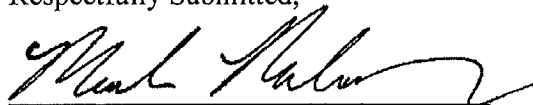
Annexed hereto as Appendix "A" is a Certification filed by counsel for plaintiffs in the matter of *Akishev et al. v. Kapustin et al.* (U.S.D.C. – D.N.J. Docket No.: 1:13-cv-07152-NLH-AMD) which Complainants respectfully request that the Presiding Officer take into consideration to the extent that the Certification further reflects upon the veracity and credibility of non-party

and potential intervenor Sergey Kapustin, and that same be considered with respect to Kapustin's request to intervene in this case.

WHEREFORE, it is respectfully requested that Complainants' Motion to Supplement the Record be granted in its entirety.

Dated: August 30, 2016
Brooklyn, New York

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Marcus A. Nussbaum', written over a horizontal line.

Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Tel: 888-426-4370
Fax: 347-572-0439
Attorney for Complainants
marcus.nussbaum@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the **COMPLAINANTS' MOTION TO SUPPLEMENT THE RECORD and APPENDIX** upon Respondents' Counsel at the following address:

Nixon Peabody LLP
Attn: Eric C. Jeffrey, Esq.
799 9th Street NW, Suite 500
Washington, DC 20001-4501

by first class mail, postage prepaid, and by email (ejeffrey@nixonpeabody.com).

A handwritten signature in black ink, appearing to read "Marcus A. Nussbaum", with a long horizontal flourish extending to the right.

Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Tel: 888-426-4370
Fax: 347-572-0439
Attorney for Complainants
marcus.nussbaum@gmail.com

Dated: August 30, 2016 in Brooklyn, New York.

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APPENDIX TO COMPLAINANTS' MOTION TO SUPPLEMENT THE RECORD

APPENDIX "A" - Certification of Maria Temkin from the matter of *Ardak Akishev et al. v. Sergey Kapustin et al.*, U.S.D.C. – D.N.J. Docket No.: 1:13-cv-07152-NLH-AMD

APPENDIX “A”

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Ardak Akishev, et al. Plaintiffs, v. Sergey Kapustin, et al, Defendants.	Civil Action No. 13-cv-07152(NLH)(AMD) CERTIFICATION OF MARIA TEMKIN IN FURTHER SUPPORT OF PLAINTIFFS' RESPONSE TO DEFENDANT SERGEY KAPUSTIN MOTION TO DISQUALIFY COUNSEL AND OTHER RELIEF (DOCKET NO. 362)
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I, Maria Temkin, do state as follows:

1. I am a citizen and resident of the State of Pennsylvania and am a member in good standing of the Bars of the States of New Jersey and Pennsylvania.

2. I am a partner in Brown Legal Consulting, LLC, attorneys for Plaintiffs in the above action. I am fully familiar with the facts and circumstances surrounding this matter. I execute this Certificate in support of Plaintiffs' Further Opposition to Defendant Sergey Kapustin's Motion to Disqualify Counsel and Other Relief (Docket No. 362).

3. While Mr. Kapustin in his Recent filing (Docket No. 362) claims that he has "decided to move [his] battles against Shipping Companies and plaintiffs' attorneys to Russia," it appears from recent emails and filings by Mr. Kapustin in an *Igor Ovchinnikov, Irina Rzaeva, and Denis Nekipelov v. Michael Hitrinov, Empire United Lines Co., Inc. and Car Cont Oy, Ltd.*, Proceeding No. 15-11 filed in November 2015 before the Federal Maritime Commission ("FMC") (alleging violation of the Shipping Act, 46 U.S.C. 40301 *et. al.* alleging that vehicles were shipped to Finland but never released or delivered because of the dispute between Global companies and Hitrinov) (the "FMC Matter"), that he has returned to United States and

continues playing games with the Court and the parties.

4. I submit this Certification to disclose email communications received from Mr. Kapustin, as well as filings made in the FMC Matter, to provide full record of the events to support Plaintiffs' argument that the Court should enter a bench warrant on Mr. Kapustin.

Kapustin's Refusal to Provide Assets Accounting in Violation of the July 1, 2015 Order

5. On July 1, 2015, the Court entered an order compelling the parties to provide "a sworn accounting of their assets and liabilities... to the Plaintiffs and at the Court's request to the Court, on a monthly basis..." Docket No. 229, ¶ 4.

6. Despite Plaintiffs' repeated demands to Kapustin to provide an accounting report, on May 19, 2016, Anna Brown received an email from Kapustin, in Russian. A translation of the email, which I did myself, along with a copy of the original email is attached as **Exhibit 1** hereto and provides as follows:

Dear Anna, what report can I provide, if I am not in the USA, and because of you I have been left unemployed. I am in Russia and getting treated for a serious illness, if you need confirmation, I can forward to you. In the near future, I will be transferred to the Hospital No. 31 in Moscow. Waiting for you to bring me treats – juice and oranges.

7. At the same time, in her most recent report disclosing her assets, Irina Kapustina stated that her Lexus lease is being paid for by Sergey Kapustin. *See* redacted excerpt from Irina Kapustin's Verified Statement of Assets and Liabilities, attached as **Exhibit 2**.

8. Needless to say, assuming Kapustin is in Russia, there is nothing preventing him from providing a report of his assets to Plaintiffs; moreover, he continues hiding the assets and paying for Mrs. Kapustina's Lexus lease in violation of the Court's order.

Kapustin Has Returned to the United States

9. Plaintiffs also have a reason to believe that Kapustin has returned to the United

States, as he is now actively litigating the FMC Matter and sending mailings from his U.S. address.

10. Attached collectively as **Exhibit 3** are Mr. Kapustin's recent motions to intervene and seal filed in the FMC Matter, dated July 13, 2016 and August 19, 2016 respectively. In essence, Kapustin is trying to prevent victims of his and the Empire Defendants' fraud, whose cars were seized and sold by the Empire Defendants, to recover from the Empire Defendants under the claims for violation of the Shipping Act. The Affirmations, filed by Kapustin in the FMC Matter before the Federal Maritime Commission in Washington, D.C., in detail describe the "new version" of Kapustin's purported dealings with the Empire Defendants. He continues to litigate in the United States, contrary to his pronounced to this Court "decision" to take his "battles" to Russia.

11. Notably, the mailings related to the FMC Matter show that Mr. Kapustin sent service copies of his filings on counsel and the Commission from his U.S. address at 303 Ridgeway St., Philadelphia, PA.¹ Attached as **Exhibit 4**, collectively, are copies of the envelopes which contained service copies of Kapustin's filings in the FMC Matter and tracking information related to these envelopes. I obtained these copies from counsel for Plaintiffs in the FMC Matter.

12. This leads the undersigned counsel to believe that Mr. Kapustin has now returned to the United States and has lied to the Court yet again.

Kapustin's Continued Threats and Fraud Upon Third-Party Victims

13. Kapustin is continuing to make threats directed at Plaintiffs' counsel in the internet group which serves as a forum for victims of Global Defendants' fraud. In order to

¹ The mailing actually was deposited in the Post Office close to Mr. Kapustin and Mrs. Kapustina's residence in Warminster.

avoid further litigations from defrauded customers, he continues to mislead them by claiming that the judgment obtained by Plaintiffs in this action and any collection efforts on behalf of Plaintiffs instantly somehow belong to all victims he had defrauded. As a result, the Court was copied on a letter from Mr. Ildar Xafizov, demanding that Plaintiffs' counsel provide assistance to all Kapustin's customers and claiming that they have rights to titles to the cars that were held by TRT that Kapustin himself deposited in this Court for the benefit of Plaintiffs in this action. A copy of the letter is attached as **Exhibit 5** hereto.

14. Similarly, on March 24, 2016, I received an email from Mr. Alexandr Bogdanov, who is still making threats and inappropriate sexual comments directed at Plaintiffs' counsel in the internet group which serves as a forum for victims of Global Defendants' fraud. A translation of an original of the email is attached as **Exhibit 6** hereto. Apparently coached by Kapustin, Bogdanov purports to act on behalf of victims defrauded by Kapustin and states that Plaintiffs instantly have no right to negotiate settlement with the Empire Defendants and TRT because "No one gave [them] the right to reduce the amount of losses of customers!"

15. Numerous postings on the internet are also made to that effect to prevent victim customers filing claims against Kapustin.

16. Contrary to his "sincere apologies" to this Court, Kapustin is trying to continue to blame everyone else for his frauds and avoid liability.

Collusion With the Empire Defendants

17. Plaintiffs' counsel is mindful of the Court's warning not to believe any statements made by Kapustin. However, in order to make a complete disclosure and provide full record for the Court and other parties, counsel attaches recent emails received from Kapustin and addressed to the undersigned counsel (with some emails copied to counsel for the Empire Defendants),

evidencing that Kapustin continues to play games, shift blame, and, as evidenced by recent filings in the FMC Matter, may have colluded with the Empire Defendants to continue to defraud their victims.²

18. On March 28, 2016, I, Anna Brown, and Kapustin's former counsel Marcus Nussbaum received an email from Kapustin with subject "a document from Hitrinov" and attaching a document entitled an Affidavit for Judgment by Confession (CPLR § 3218). A translation of the email, which I did myself, along with a copy of the original email is attached as **Exhibit 7** hereto. A copy of the document attached to the email is attached as **Exhibit 8** hereto. The email provides as follows:

Maria, Anna, Marcus, I am sending you a document, which was prepared for my signature by Hitrinov and his lawyer so they could use as leverage the amount of what is owed to them with the amount of claim that you filed against Hitrinov in Camden court, by this writing mr. Hirinov confirms that the client should get nothing and I will not be able to enter the U.S. territory, as Hitrinov is always threatening me with physical means and criminal prosecution, I cannot live like that as there is a threat of violence is against my life. He is constantly offering me to sue the lawyers, all the translations were done for me by Hitrinov, yes I understand that hitrinov is the one who is responsible for what is going on today, and all the filings in court are done by Michael hitrinov, and everything what the attorney for Krivosheev³ is doing is done by Hitrinov, I am ready to participate in any court as defendant, witness or injured party. I ask you to communicate it to the court.

19. Although my search of the New York State Unified Court System did not reveal a judgment by confession by the Empire Defendants against Sergey Kapustin and the Global Defendants, it appears highly unlikely that Kapustin would have himself drafted the very detailed legal document consistent with the New York rules of Civil Procedure created solely for the benefit of the Empire Defendants at the time when the Empire Defendants highly contested the

² Plaintiffs will be requesting a Rule 16 conference with the Court and discuss scheduling of discovery related to Cross-Claims and potential ethical violations.

³ Krivosheev is an owner of the Third-Party Intervenor DK International.

assignment of Global Defendants' cross-claims against them in this Court.

20. On May 28, 2016, I received an email from Kapustin, addressed to Jon Werner, counsel for the Empire Defendants, Anna Brown, Marcus Nussbaum, and I. A translation of the email, which I did myself, along with a copy of the original email is attached as **Exhibit 9** hereto. The email states as follows:

Sent from iPhone dear john, not waste your time on conversations with Mitnik and Krivosheev, it is too late, your client did everything so that the case went out of control, people want their money that Hitrinov stole, and all sorts of made up stories that the freight was not paid for, these are all made-up and that there were no releases, that sheriff arrested the cars, did he arrest in Kotka also and let Hitrinov to remove them. I will go with those who fights against Hitrinov and I do not care whether it would be temkin or brown or nussbaum or other attorneys, I will be on the side of the people who fights against Hitrinov and Mitnik because they stole peoples' property and the case against me was made up and it does not matter today that Hitrinov made it and all of that because of Hitrinov, and there are people which figured that out, and they will come to court against hitrinov because I helped them to get visas, and that's the truth!!! Which everyone needs, and your Hitrinov measure everything with money and that's not always important. He threatens people with litigations so they come to his side, let him sue us all, we will all come to court and judge us. If Hitrinov states that I owe him, then he should sue me, why did he touch the clients' cars, or as usual to scare with court, it is not that scary!!! Or money which he offered to buy me with when he offered \$75,000 so I signed all his dirty documents but no, no, no, and one more time no. Or to give the clients' cars which are in Camden court to Krivosheev instead they should be given to people to whom they belong. And your Hitrinov will have to answer, I do not take your side and the side of brown and Temkin, I take the clients' side, they will get it all done, and the suffered not only from me but from Hitrinov and Mitnik and from your hands, that is give the people what is stolen. You are fighting for Hitrinov's stolen things so you are in his business also because you accept money that Hitrinov stole from people. Nobody is going to let you settle for less, give back what you took from people. I am not that good in jurisprudence but I know that Hitrinov stole clients' money. The clients will come to court to testify how Hitrinov convinced them to testify against me and made up stories. I and all my clients will testify how Hitrinov and Mitnik conduct their criminal affairs!

21. On May 29, 2016, I received an email from Kapustin, addressed to Jon Werner, Anna Brown, Marcus Nussbaum, Igor Voloshen and I. A translation of the email, which I did myself, along with a copy of the original email is attached as **Exhibit 10** hereto. It provides

Sent from iPhone dear john and all who will be receiving this letter, your goal which you have tried to achieve is outdated, I will not be negotiating, as I understand that

everything is a lie, to steal clients' cars and then try to negotiate. This is not happening. I do not want to become like Hitrinov and Mitnik. Yes, may be I did things in my business which I am not supposed to do but I was punished for this but I did not steal people's cars and did not take them as shamelessly as Hitrinov and Mitnik. That is why you can even ask the judge to arrest me. It is not that scary. What scary is to be sleazy And a scumbag and to lie to a business partner and then to steal from the business partner. By the way about Bogdanov, all attorneys asked for his help, even Hitrinov asked to get in touch with him, and about the information collection, and to say that it was I??? How funny!!! You can tell whatever you want to. I do not change my word, but for Hitrinov, nothing would have happened what is happening today. It is Hitrinov who arranged all courts, and he continues to do so, and I am ready to answer for all the things I do but Hitrinov must answer himself for what he did. I will not stop if you threaten to arrest me. Arrest me but the clients' complaints will stand until the last client is satisfied. And that is for long and for sure, then taking a bite of what is Hitrinov offering and that Mitnik will give 200 000\$ so I shut up but this will never happen, you need to give back what you stole from people.

22. On May 29, 2016, I received an email from Kapustin, addressed to Anna Brown and I. A translation of the email, which I did myself, along with a copy of the original email is attached as **Exhibit 11** hereto. It provides as follows:

Sent from Iphone dear Maria, Anna, why having signed all the documents against Hitrinov and Mitnik, you filed complaint in court only with three clients, why did you leave the rest of them behind, if you are refusing to go against these criminals, then give your power to file claims against Hitrinov and Mitnik to other attorneys who were contacted by clients, Hitrinov brazenly laughing to your face and telling everybody how he bought all including you. If you do not understand something, then ask, Hitrinov pushing money so he can close the issues while you are suing people you do not need. Are there not enough people that signed the petitions, there are more than 50 of them. What is your purpose??? You need to help people and shut down Hitrinov once and for all, I understand it is hard but real, you have people strength in your hands, why should I be responsible for all. Hitrinov offered me \$75,000. So I sided with him, I did not accept and did not sign a single paper, while I really need them. The people did great job so you can win, and you do not help them, the people put together a budget and gathered some funds for expenses, the case is at prosecutor's office in RF. And in finland's prosecutor's office, and you are not doing anything, may be I am mistaken but it appears so.

(emphasis added).It is unclear why Kapustin believes that Plaintiffs' counsel represents all victims other than their own clients.

23. Finally, a month later, on June 23, 2016, I received an email from Kapustin, addressed to Jon Werner, Anna Brown, Marcus Nussbaum, Igor Voloshen and Michael Hitrinov.

A translation of the email, which I did myself, along with a copy of the original email is attached as **Exhibit 12** hereto. It provides as follows:

Sent from iPhone. I apologize for bothering. In May I sent you several emails. In which I notified you that your client Michael offered me \$75,000 (USD). Unfortunately, it is not so. I would not have said no. I am just frustrated that after years of business which I gave to Michael, he did everything according to our agreement, I thought he could have helped me an opportunity to get out of this debt hall. All my emails that I sent you May 17-19 were dictated to me by Marcus Nussbaum. This (dishonest attorney) Marcus Nussbaum, which does his political career, got in touch with me over the phone and he told me that he agreed with his partner Maria Temkin that if I write these letters she will not sue me anymore. He literally dictated me all these letters. I am sorry that I keep on believing these people and believed this dishonest attorney Marcus. When Nussbaum Marc was our attorney he got \$14,000 from me so he could develop a scheme not to give back money to empire but to sell all cars and go to court. He made me and other Global company's employees to sign documents which are complete lies. Marcus Nussbaum a dishonest attorney, which created for Global false documents and ask to send out to clients. I am going to sue him and request that he stopped his machinations. Nobody gave me money, not for this letter, not for any other letters.... Again forgive me if you can....

24. Based on the recent filings in the FMC Matter, it appears that Kapustin once again decided to attack counsel and continues to commit perjury in all jurisdictions.

25. Based on the above (a) continued violation of this Court's order; (b) Kapustin's continued games with counsel and former customers; and (c) Kapustin's lies to multiple courts, the undersigned counsel believes that the issue of bench warrant is justified.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to penalty of perjury.

Dated: August 27, 2016

/s/ Maria Temkin
Maria Temkin, Esq.
BROWN LEGAL CONSULTING, LLC
1700 Market Street, Suite 1005
Philadelphia, PA 19103
maria@brownlegalconsulting.com
Attorneys for Plaintiffs

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Thursday, May 19, 2016 1:33 PM
Subject:
To: annabroan@brownlegalconsulting.com ; kapustinamaria@yahoo.com

Sent from iPhone dear Anna, what report can I provide, if I am not in the USA, and because of you I have been left unemployed. I am in Russia and getting treated for a serious illness, if you need confirmation, I can forward to you. In the near future, I will be transferred to the Hospital No. 31 in Moscow. Waiting for you to bring me treats – juice and oranges.

EXHIBIT 1

Maria Temkin

From: anutabrown@gmail.com on behalf of Anna Brown <anna@brownlegalconsulting.com>
Sent: Thursday, May 19, 2016 1:33 PM
To: Maria Temkin
Subject: Fwd:

----- Forwarded message -----

From: **Sergey Kapustin** <skapustin@yahoo.com>

Date: Thursday, May 19, 2016

Subject:

To: "anna@brownlegalconsulting.com" <anna@brownlegalconsulting.com>, kapustinamaria@yahoo.com

Отправлено с iPhone дорогая Анна , какой репорт я могу вам дать , если я не нахожусь в США , и благодаря вам остался безработным , я нахожусь с России и прохожу лечения по серьезному заболеванию , если необходимо подтверждение могу вам переслать , в ближайшее время переводят в 31 больницу г . Москвы. Жду вас с передачей . Сок и апельсины .

--

Sincerely,

Anna V. Brown, Esq.

Brown & Temkin, LLC

1700 Market Street, Suite 1005

Philadelphia, PA 19103

Tel. (856) 357-4651

FAX. (856) 219-2038

anna@brownlegalconsulting.com

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

<p>Ardak Akishev, <i>et al.</i></p> <p>Plaintiffs,</p> <p>v.</p> <p>Sergey Kapustin, <i>et al.</i></p> <p>Defendants.</p>	<p>Civil Action No. 13-cv-07152(NLH)(AMD)</p> <p>VERIFIED STATEMENT OF ASSETS AND LIABILITIES</p>
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I, Irina Kapustina (name), pursuant to July 2, 2015 Order, Docket No. 229, requiring me to provide to Plaintiffs an accounting of my assets on a monthly basis, certify that the foregoing information regarding my assets and liabilities for the time period of February '16 to May 2016 is complete and true to the best of my knowledge and belief. I also certify that all documents provided in support of this information are complete.

1. **Income**

(a) I receive/received the following income from work and/ or checks/wires from individuals/entities that support me or/and the following public assistance:

REDACTED

EXHIBIT 2

(b) I provided copies of mortgage statements (or rent) and documents (copies of checks or bank statements or money orders etc.) showing how I pay for the mortgage for the past 3 months.

4. Credit Cards

(a) I have/had the following credit cards. I make monthly payments from the following sources of income:

REDACTED

(b) I provided copies of credit card statements and documents showing how I have been making payments on the credit cards for the past 3 months.

5. Automobile Ownership / Leases

(a) I own or lease/leased the following vehicles from the following companies (the make, model and year of the vehicle; the identity of the registered owner of the vehicle; the governmental agency registering the vehicle and the registration number; the location of the vehicle; and any liens or encumbrances on the vehicle):

Lexus - Lease paid by Sergey Kapustin

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to penalty of perjury.

Dated: 5/19/16

/s/ [Signature]
Name:

FEDERAL MARITIME COMMISSION

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

Complainants.

v.

MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV,
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Respondents.

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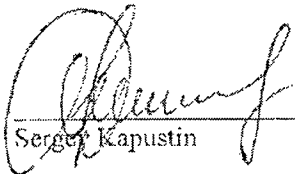
MOTION TO INTERVENE

I, Sergey Kapustin, on my own behalf, and on behalf of Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., SK Imports, Inc. d/b/a Global Cars, and Global Cargo Oy, hereby seek intervention as of right or permission to intervene in this matter for the limited purpose of seeking disqualification of Complainants' counsel Mr. Nussbaum.

EXHIBIT 3

This Motion is supported by my Affirmation.

Signed on July 13, 2016


Sergey Kapustin

FEDERAL MARITIME COMMISSION

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Respondents.

AFFIRMATION OF SERGEY KAPUSTIN

Sergey Kapustin, affirms the following to be true under penalties of perjury under 28 U.S.C. § 1746, and says:

1. I am currently the sole owner, president, and general manager of the following companies: Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., and SK Imports, Inc.



d/b/a Global Cars. From the time these companies were formed until today, I have always been the general manager of these companies; and I had, and still have, ultimate power and authority with respect to all of these companies. From the time it was formed until the end of 2014, I was also the general manager of the Finnish company known as Global Cargo Oy, located in Kotka, Finland.

2. I have read the Complaints filed by the Complainants in these proceedings, as well as the documents that have been produced by the Complainants and Respondents as their initial disclosures in connection with these proceedings.

3. I have personal knowledge about the matters which I state in this affirmation.

4. From March 2013 until May 2015, the attorney representing the Complainants in these proceedings, Mr. Marcus A. Nussbaum, represented myself personally and the companies Effect Auto Sales, Inc., G Auto Sales, Inc., and Global Auto, Inc. in New York Federal court in connection with a dispute involving Empire United Lines Co., Inc. The subject of that Federal court case involved a number of vehicles, included among which were the same four vehicles that are the subject of these proceedings.

5. I still consider Mr. Nussbaum to be my personal attorney and the attorney for the Global Auto Group. I enclose as Appendix 1 the retainer agreement as proposed by Mr. Nussbaum in which he agreed to provide such representation on a *pro bono* basis.

6. Prior to representing the Global Auto Group companies, Mr. Nussbaum had worked as an internal corporate lawyer for the Global Auto Group and was paid in cash for these services.

7. I would like to state that all of the above mentioned companies (Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., SK Imports, Inc. d/b/a Global Cars, and Global



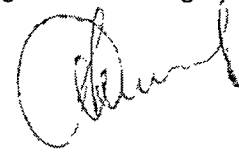
Cargo Oy, Finnish company) are the members of the Global Auto Group. The existence of the Global Auto Group was established by the Federal court in New Jersey by the decision of the Honorable Joel L. Hillman. Judge Hillman found that all of these companies and myself personally were part of the Global Auto Group. The only person who does not accept the decision of Judge Hillman is the mentally sick Mr. Nussbaum.

8. In any event, I deny Mr. Nussbaum's statements in the Complaints filed in these proceedings that an entity described as G Auto / Effect ever existed. All of the companies (Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., SK Imports, Inc. d/b/a Global Cars, and Global Cargo Oy, Finnish company) were acting together as the Global Auto Group – not just two companies.

9. I fully expect that Mr. Nussbaum, even though he is my attorney, will accuse me of colluding with Empire in preparing and submitting this affirmation. Thus, I want to demonstrate the truthfulness of this affirmation by showing the documents that support every word of my statement.

10. It was always represented to Empire in our business dealings with them that the group of companies was acting together as the Global Auto Group. The members of the Global Auto Group paid for each others' expenses, shared employees, and offices, etc. and it was never the goal to operate as different companies.

11. I also always made it clear to Empire that the head or main company in the Global Auto Group was Global Auto, Inc. such that the majority of the communications between the Global Auto Group and Empire came from that company. All instructions about the four vehicles at issue in these proceedings were given to Empire by Svetlana Zakerzanova, an employee of Global Auto, Inc. See emails attached as Appendix 2. Below is how Svetlana's signature always



appeared in her emails:

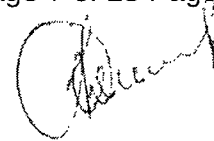
Светлана,
Global Auto USA.
Телефон: +1 (215) 942-8570.
Skype: svetlana.global.auto.usa
E-mail: account@globalautousa.com
Веб-сайт: www.GlobalAutoUSA.com - Автомобили из США. Пролажа авто из Америки.

12. I confirm that Empire invested 60% value into the ownership of the four vehicles at issue in these proceedings:

- a. 2010 GMC Acadia (VIN# 1GKLVNED6AJ138200), claimed to have been purchased by Complainant Igor Ovchinnikov;
- b. 2011 Jeep Compass (VIN# 1J4NF5FB7BD282296) claimed to have been purchased by Complainant Irina Rzaeva;
- c. 2008 Mercedes-Benz C300 (VIN# WDDGF81X49R073295) claimed to have been purchased by Complainant Denis Nckiplov; and
- d. 2009 Toyota Camry (VIN# 4T1BE46K19U306703) claimed to have been purchased by Complainant Kairat Nurgazinov.

13. It was clear for me that at all times the Global Auto Group and Empire had joint ownership of the vehicle inventory, including the four vehicles involved in these proceedings. Under this agreement Global Auto Group had the right to buy back Empire's interest in the investment vehicles and Empire had the right to possession of the investment vehicles as collateral and the right to liquidate the investment vehicles under certain conditions. I am not a lawyer but in my view I would have described the relationship as a joint venture.

14. Thus, the Global Auto Group was required under the terms of this investment agreement to buy back the ownership of the four vehicles at issue in these proceedings from Empire, but failed to do so. Due to this failure, Empire was within its rights under the investment

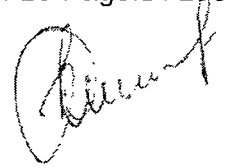


agreement to retain possession of these vehicles as collateral and to liquidate these vehicles to recover its 60% investment value in the vehicles.

15. Attached as Appendix 3 is an email dated February 7, 2013, from Irina Kapustina, who at the time was the president and official owner of Effect Auto Sales, Inc. This email (which was produced in related proceedings in Federal court) discusses Empire's ownership in the vehicles involved in these proceedings among others. Appendix 8 (discussed below) shows that all the vehicles at issue in these proceedings were titles in the name of Effect Auto Sales, Inc.

16. Attached as Appendix 4 is an email from Igor Azikov, an employee of Effect Auto Sales, Inc. asking Empire to accept the 2008 Mercedes-Benz C300 (VIN# WDDGF81X49R073295) claimed to have been purchased by Complainant Denis Nekipelov as collateral as part of the investment agreement. As noted above, Empire was the 60% owner of all of the vehicles at issue in these proceedings under the terms of the investment agreement with the Global Auto Group.

17. I decided to use CarCont Oy in Finland as an unloading warehouse and as a facility servicing the Global Auto Group as a sale and distribution point. While as mentioned above, the Global Auto Group had its own facility in Finland (Global Cargo Oy), I preferred to use CarCont because of the additional free services provided by CarCont. For example, I saw Complainants produced the picture of vehicles cleaned at CarCont from snow. Cleaning vehicles from snow when needed for demonstration (sometimes every day), charging batteries, putting air into tires, providing customs entry into Finland were all free services Global Auto Group received at CarCont. Not mentioning that CarCont allowed Global Auto Group to put our advertisement fliers for the Global Auto Group in all the vehicles at CarCont. Nobody ever forced Global Auto Group to use CarCont as an unloading facility. Attached as Appendix 5 is



correspondence from 2011 showing when the Global Auto Group chose to use CarCont as an unloading agent in Kotka, Finland.

18. Operationally the USA companies that were part of the Global Auto Group would never communicate directly with CarCont and instead all such communications would be routed through Empire. Based on my review of the records of the Global Auto Group, it does not appear that CarCont was ever paid by the Global Auto Group for any services related to the four vehicles at issue in these proceedings. Those charges are still due and owing to CarCont.

19. The Global Auto Group and Empire had a mutual agreement that Empire would not issue any house bills of lading regarding the shipment of investment vehicles. Instead I asked that the steamship bills of lading cover the shipments.

20. The loading of the investment vehicles in the USA and the transportation of the loaded vehicles to the port in the USA were provided by Empire as a majority owner of the investment vehicles. Empire would then arrange for the ocean transportation of the containers with the investment vehicles but its services and obligations with respect to transportation would end upon release of the containers to CarCont in Finland.

21. All further services with respect to the investment vehicles, including the four vehicles at issue in these proceedings, would be provided and agreed with by Empire as the investor into the vehicles, not as a transportation provider.

22. This arrangement allowed the Global Auto Group to be the beneficiary of numerous additional services provided by Empire. Attached as Appendix 6 are master bill of lading instructions provided with respect to the investment vehicles as agreed between the Global Auto Group and Empire, and the MSC issued bills of lading with respect to transportation of these vehicles, also as agreed to by the Global Auto Group and Empire.



23. On a number of occasions between 2010 and 2012, I was asked by Empire if I was comfortable to operate on the basis of MSC issued bills of lading or whether I would prefer to have Empire issue house bills of lading to govern and document the shipments being carried. In response to these inquiries I insisted that I did not want to deal with additional documents which could confuse the relationship between the Global Auto Group and Empire and therefore, I did not see any reason to change the system by requiring Empire to issue house bills of lading.

24. Incidentally, I have reviewed the documents provided by the Respondents in these proceedings, including the AES documents produced by Empire (see Appendix 7) in which they listed Global Auto, Inc. as the exporter and CarCont as an intermediate and the ultimate consignee. This was done exactly as instructed by me and I believe that these submissions were accurate in terms of the joint venture relationship between the Global Auto Group and Empire, since although the Global Auto Group was only the 40% owner of the vehicles involved, in the end it was always intended that the secured 60% interest of Empire would always be bought back by the Global Auto Group.

25. I have spent a lot of time and effort translating the Complaints and the discovery produced by the Complainants and the Respondents in these proceedings. Based on my reading of the Complaints it appears that Mr. Nussbaum is making a false claim that the Complainants were the holders of the original titles for the four vehicles at issue. This is an attempt to mislead the Court and I can confirm that the Complainants never had possession of the original DMV titles for the vehicles.

26. Attached as Appendix 8 are copies of the titles for the vehicles at issue in these proceedings demonstrating that the vehicles were all titled under the name of Effect Auto Sales, Inc. The transfer of 60 % ownership to Empire was confirmed by listing all of the investment



vehicles, including the four vehicles at issue in these proceedings, on the spreadsheets showing the balance of investment vehicles. There are hundreds of such balance spreadsheet emails showing Empire's 60% ownership in the jointly owned vehicles.

27. I also strongly object to Mr. Nussbaum's fantasy that Empire should have released the vehicles or negotiated in any manner with the Complainants in this case. These individuals did not even pay to the Global Auto Group in full for the vehicles at issue and any suggestion that Empire should even talk to those individuals is insane. In any event, such negotiations with strangers concerning vehicles shipped by the Global Auto Group would be a betrayal of the Global Auto Group and would have resulted in legal and business consequences for Empire.

28. Specifically, if Empire had ever made any attempts to contact customers of the Global Auto Group directly or to discuss any business with them, I would have instructed the Global Auto Group to immediately cease any relationship with Empire, regardless of its status as investor or provider of shipping services.

29. Throughout the course of their dealings, the Global Auto Group never provided anyone outside the group, let alone Empire, with the identity of the buyers of vehicles from the Global Auto Group. Such information is a commercial asset of the Global Auto Group and thus, was treated as confidential. Global Cargo Oy, which operated a location in Finland and is a member of the Global Auto Group, served as the group's own agent in Finland for dealing with buyers.

30. In fact, not only did the Global Auto Group never advise Empire of the identity of the Complainants, but at the time the four vehicles at issue were being shipped from the USA to Finland, the Global Auto Group had represented to Empire that these vehicles were not yet sold.



And this was the case not only for these four vehicles but for all the investment vehicles exported as part of the joint venture between the Global Auto Group and Empire.


31. Attached as Appendix 9 are the invoices produced by Complainants in these proceedings. Item 1 of the terms states that "Advance payment of the Buyer is not the final purchase of the automobile, but guarantees its reservation for a definite term stipulated separately." Based on the Global Auto Group's records, it appears that all four Complainants still owe some substantial amounts with respect to the vehicles at issue in these proceedings. I am ready to produce the documents showing that each Complainant still owes money to the Global Auto Group.

32. Thus, if the Complainants had any issues regarding these vehicles they had to address their complaints to the Global Auto Group - not Empire.

33. To the best of my knowledge and recollection, all of the vehicles at issue in these proceedings were selected by the Complainants via the website maintained by the Global Auto Group at www.globalautousa.com. Indeed, the Complainants provided signed certifications stating that they purchased the vehicles from Global Auto, Inc. See Appendix 10.

34. However, it should also be understood that the Complainants had not, and still have not, paid all the charges which were outstanding to the Global Auto Group with respect to these four vehicles. Specifically, the freight charges, including but not limited to, ocean freight, loading the vehicles into the containers, inland transportation in the USA to the warehouse in Elizabeth, New Jersey, and unloading of the vehicles overseas, are still due to the Global Auto Group and were never paid to any member of the Global Auto Group by any of the Complainants.

35. The sales price quoted in the invoices presented by the Complainants for these



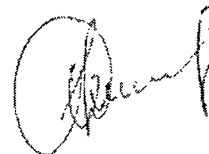
vehicles did not include the above mentioned charges, and also did not include the cost of repairs, dealers fees, and other miscellaneous charges. Attached as Appendix 11 are the Global Auto Group's terms and conditions which were previously produced by the Global Auto Group in related proceedings in Federal court. Section 3 of the terms and conditions states in relevant part that the buyer is "responsible for paying all delivery, shipping, transit and storage charges applicable to the purchased product and which [buyer] understands are separate from the price paid by [buyer] for the [vehicle] itself."

36. Attached as Appendix 12 is a print out of the website for the Global Auto Group (also previously produced in related proceedings in Federal court) showing that the website clearly stated that the Pre-Sales Price of vehicles "does not include shipping, diagnostic, repair, dealer fee, and registration fee."

37. I would like to also explain to the Commission that the Complainants and their and MY attorney, Mr. Nussbaum, have intentionally provided and relied upon fabricated, altered and stolen documents in support of these proceedings.

38. Specifically, attached as Appendix 13 are invoices on Empire's letterhead showing charges owed which were fabricated and designed by Mr. Nussbaum as a corporate lawyer for the Global Auto Group, although Svetlana Zakerzanova, an employee of Global Auto, Inc. transmitted the invoices. I admit it was wrongful for myself and the Global Auto Group to conspire with Mr. Nussbaum in preparation and transmission of these forged invoices, but I am trying to make amends by alerting the Commission that Mr. Nussbaum is aware that these invoices are fabricated and designed by him, but he continues to produce them in discovery and to rely upon them as evidence in multiple proceedings.

39. Attached as Appendix 14 are invoices reflecting the sale of the vehicles at issue in

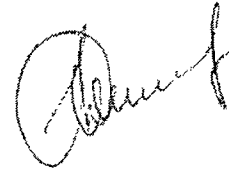


these proceedings which contain handwritten notes. These documents are internal documents maintained on behalf of the Global Auto Group and were never provided to Complainants. On this basis, I believe that these documents were stolen by Mr. Nussbaum from the files of the Global Auto Group when he was serving as its corporate counsel, and are now being used without permission or authorization, and have even been altered by Mr. Nussbaum without the approval of the Global Auto Group

40. Incidentally, all communications between the Complainants and the Global Auto Group were conducted via email exclusively, rather than faxes or paper mail. I dare Mr. Nussbaum to have Complainants produce the emails where they received such invoices. You will see they will never be produced because such emails do not exist!

41. Similarly, attached as Appendix 15 are documents showing incoming wire transfers to accounts maintained by the Global Auto Group. I believe that these documents could only have been stolen by Mr. Nussbaum from the files maintained by the Global Auto Group since Complainants were never provided these documents by the Global Auto Group.

42. I would like to enlighten this Court about the real goals and purpose behind these proceedings. Mr. Nussbaum is a sick individual and unfortunately I have realized this too late. When Mr. Nussbaum first contacted me sometime around January 2013 and convinced me to go for his scheme to defraud Empire in order to try to obtain the release of the investment vehicles without buying back Empire's 60% interest in the investment vehicles, he told that he was ready to do anything to finally put Empire out of business. Mr. Nussbaum further promised me that he would serve as my attorney in this respect for a deep discount because the rest of his fees would be received from the Igor Cherkassky, the owner of a competitor of Empire, known as Unitrans-PRA. Mr. Due to my desperation caused by a poor financial situation I allowed Mr. Nussbaum to



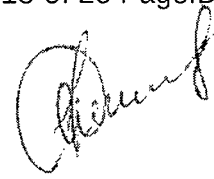
induce me into cooperating with his scheme.

43. Nussbaum further explained to me that nobody can win any court cases without hiding material evidence and fabricating documents, and on a number of occasions Mr. Nussbaum knowingly induced me to testify falsely or to otherwise produce evidence that he knew was false, by promising me to act as my counsel for free and/or to refund monies previously paid to him for services already rendered.

44. Attached as Appendix 16 is an email that my attorney Mr. Nussbaum literally dictated to me over the phone on March 28, 2016, and said that I had to send to him, and difficult to imagine, to the plaintiffs lawyers in the Federal court case in New Jersey, stating that Michael Hitrinov threatened my life. Then on June 6, 2016, Mr. Nussbaum is asking for documents to be produced showing how Hitrinov has offered me \$75,000. Only a mentally sick person can suggest that Hitrinov threatened my life and offered me \$75,000 at the same time.

45. I want this Court to realize that I believe that Mr. Nussbaum is a seriously sick person mentally, and to further be aware that I truly believe he will continue to produce fake and altered documents without any fear of reprisal or other consequences, and will then refuse to produce original documents, including original emails and attachments.

46. Mr. Nussbaum continues his lies to the court that I took money from Empire as a personal loan. It is not only a false statement, it is an intentional lie. Money was never given to me personally. Not a single penny. And I never took a penny from the money Empire invested into the vehicles for myself. I made a lot of mistakes but I never used company money for myself. Empire's money was used to buy vehicles and were never used by myself for my personal purposes. I believe all of the Empire wire transfers has a purpose of transfer saying "investment in car inventory with the fixed profit" and all the funds were paid to Global Auto,



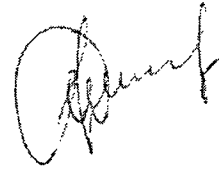
Inc. and were used by the Global Auto Group to buy vehicles, including the four vehicles in these proceedings.

47. It is also a complete lie by Mr. Nussbaum to say that the money provided by Empire was not given to the Global Auto Group. I want to state that my ex-wife and the mother of my three children was the sole owner and the president of Effect Auto Sales, Inc. in 2009-2014. What Mr. Nussbaum suggests is that I sold a 60% share of the vehicles of Effect Auto Sales, Inc. for money which was given either to me personally or to Global Auto, Inc. In other words, if Mr. Nussbaum's lies are to be believed, you would have to believe that I was stealing vehicles from my children for several years.

48. It may well be irrelevant to these proceedings, but Mr. Nussbaum explained to me that he already produced to the Commission numerous fabricated documents in the case of Empire against Baltic where he represented Baltic, and he seemed to be proud of this achievement.

49. When I learned that Mr. Nussbaum was representing the Complainants with respect to these claims against Empire, I wrote to him to demand that he stop this representation which was in clear conflict of interest to his ongoing representation of me personally and my companies with respect to the same vehicles. Attached as Appendix 17 is my email to Mr. Nussbaum demanding he cease such representation.

50. Mr. Nussbaum never responded to my email in writing but he promised me on the telephone that he would be withdrawing as attorneys for the Complainants in these proceedings, and foolishly I believed his lies. About one month ago I learned that despite his promises Mr. Nussbaum was continuing with this case on behalf of the Complainants. Now I see that my only option is to ask the Commission to disqualify Mr. Nussbaum because he will never withdraw on

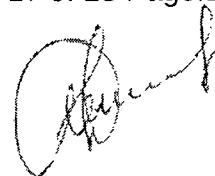


his own as he should.

51. In July of 2013, when Mr. Nussbaum was representing me and the Global Auto Group in the related Federal court case in New York, Empire offered to release the 2011 Jeep Compass (now claimed by Complainant Rzaeva in this case) to the buyer upon payment of the storage charges owed in Finland. Mr. Nussbaum insisted to me that we should not care about the people who reserved the vehicles and promised again to me that we would get all the money back to the Global Auto Group. Ironically, Mr. Nussbaum now represents both me and Rzaeva. It is impossible to imagine that Mr. Nussbaum by betraying me personally and the Global Auto Group can now represent the same individuals who are the victims of the fraudulent scheme he designed. And those four innocent people in this action have no idea that Mr. Nussbaum is the mastermind of the fraudulent scheme that ended in the loss of those four victims' vehicles.

52. Because of this outrageous situation which is almost certain to expose me personally and the Global Auto Group to even more liability, I plan to ask for Mr. Nussbaum to be disqualified from representing these Complainants. I am also preparing a lawsuit against Mr. Nussbaum.

53. Therefore, I am asking for permission to intervene in these proceedings on my own behalf, and on behalf of the Global Auto Group, for the purpose of seeking the immediate disqualification of Mr. Nussbaum as counsel for the Complainants on the basis of this conflict of interest and because he has breached my attorney client privilege by using stolen and confidential Global Auto Group documents in this case. By producing and using these private documents and even altering them, he is exposing me personally and the Global Auto Group companies to civil and perhaps even criminal liability.



54. I believe that I and the Global Auto Group have the right to intervene because of the obvious overlapping interest in the vehicles at issue, and because the outcome of these proceedings would affect that interest, which interest is not being represented by anyone else in these proceedings. In any event, permission to intervene should be granted because of these common interests and because intervention will not delay or broaden the scope of these proceedings and will not prejudice the rights of any party. Intervention is only being sought for the purpose of requesting that Mr. Nussbaum be disqualified as counsel for the Complainants and thus, will not delay these proceedings or substantially add to the discovery process.

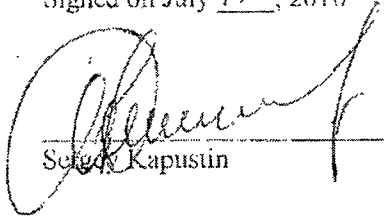
55. In connection with these efforts, I understand that any claim of attorney client privilege with respect to my communications with Mr. Nussbaum on my own behalf and on behalf of the Global Auto Group will be waived, and I voluntarily relinquish same. Attached as Appendix 18 is a waiver of such attorney client privilege and I demand that Mr. Nussbaum produce all such communications between himself and the Global Auto Group so that this Court can realize the truth about his behavior with respect to these proceedings.

56. I already know the remedies of Mr. Nussbaum when people begin saying the truth. Threats with depositions, accusations of being in collusion, again accusing others of dictating my statements, stating that I do not speak English, etc. My English is good for Mr. Nussbaum's lies but not good for when I decide to say the truth. This document was written by me and my attorneys in Russia and I fully understand the meaning of every statement.

57. If the Commission has to contact me my e-mail is: skapustin@yahoo.com.

The foregoing is true and correct to the best of my knowledge under penalties of perjury under
28 U.S.C. § 1746.

Signed on July 13, 2016



Sergey Kapustin

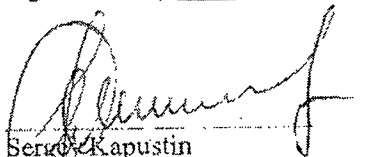
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the attached motion to intervene upon all parties of record by first class mail and email at the addresses below, and that the original and five copies are being filed with the Secretary of the Federal Maritime Commission:

Marcus A. Nussbaum
P.O. Box 245599
Brooklyn, NY 11224
marcus.nussbaum@gmail.com

Eric C. Jeffrey
Nixon Peabody LLP
799 9th Street NW, Suite 500
Washington DC 20001
ecjeffrey@nixonpeabody.com

Signed on July 13, 2016


Sergei Kapustin

FEDERAL MARITIME COMMISSION

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

Complainants.

v.

**MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

Respondents.

Consolidated With

DOCKET NO. 1953(I)

KAIRAT NURGAZINOV,

Complainants.

v.

**MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

Respondents.

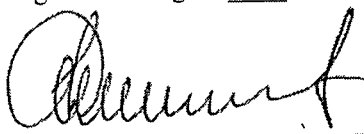
MOTION TO STRIKE AND SEAL

I, Sergey Kapustin, on my own behalf, and on behalf of Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., SK Imports, Inc. d/b/a Global Cars, and Global Cargo Oy, hereby request on an emergency basis that certain confidential documents produced by the attorney for the complainants be stricken and sealed. Specifically, I am requesting that the documents contained in Appendix 3 to complainants' August 9, 2016 reply to a response (which are clearly

marked as CONFIDENTIAL) be stricken and sealed because they are confidential documents that were produced on behalf of Effect Auto Sales, Inc., G Auto Sales, Inc., and Global Auto, Inc. in a Federal court proceeding in New York pursuant to a confidentiality order which forbid their use in any other case for any other purpose. In order to avoid being irreparably harmed by this clear violation of the confidentiality order issued by the Federal court in New York these documents must be immediately stricken and sealed from any public view.

This Motion is supported by my Affirmation.

Signed on August 19, 2016

A handwritten signature in black ink, appearing to read 'Sergey Kapustin', written over a horizontal line.

Sergey Kapustin

FEDERAL MARITIME COMMISSION

DOCKET NO. 15-11

IGOR OVCHINNIKOV, IRINA RZAEVA, and DENIS NEKIPELOV,

Complainants.

v.

**MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

Respondents.

Consolidated With

DOCKET NO. 1953(I)

KAIRAT NURGAZINOV,

Complainants.

v.

**MICHAEL HITRINOV a/k/a MICHAEL KHITRINOV,
EMPIRE UNITED LINES CO., INC., and CARCONT, LTD.**

Respondents.

**AFFIRMATION OF SERGEY KAPUSTIN IN SUPPORT OF
MOTION TO SEAL CONFIDENTIAL DOCUMENTS**

Sergey Kapustin, affirms the following to be true under penalties of perjury under 28 U.S.C. § 1746, and says:

1. I make this affirmation in order to request on an emergency basis that certain confidential documents produced by the attorney for the complainants be stricken and sealed.

2. First, I want to make it clear that this motion, just like my previous motion seeking permission to intervene, is being made by me as the President and sole owner of Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., and SK Imports, Inc. d/b/a Global Cars, all of which make up the Global Auto Group.

3. G Auto, Effect Auto, and Global Auto are the three companies that dealt with Empire United Lines (Empire) all the time regarding the four vehicles that are the subject of these proceedings. These are the companies that delivered the four vehicles to Empire United Lines and negotiated all the details for delivering the four vehicles to Kotka, Finland. These three companies were ALL represented by Mr. Nussbaum in Federal court on the issue of the same four vehicles that are the subject of these proceedings.

4. Mr. Nussbaum is trying to trick the Commission by ignoring the fact that I was always the General Manager and had ultimate decision making authority over these companies at all times. As of December 2013 I have been the sole owner, Treasurer, President, and the only officer of these companies of Effect Auto Sales, Inc., G Auto Sales, Inc., Global Auto, Inc., and SK Imports, Inc. d/b/a Global Cars, all of which make up the Global Auto Group.

5. The reason I am making this motion seeking emergency relief is because Mr. Nussbaum has now produced documents in this case belonging to G Auto, Effect Auto, and Global Auto, which were produced in Federal court in New York under a confidentiality order and were not permitted to be used or produced in any other court. These documents were contained in Appendix 3 to Mr. Nussbaum's August 9 reply to a response and are clearly marked as CONFIDENTIAL.

6. Mr. Nussbaum obtained these confidential documents in his role as corporate attorney for the three companies in Federal court in New York and knew that these documents

were being produced under a confidentiality order. This did not stop him from breaking the confidentiality order without permission and using these documents in this case against the interest of the three companies he represented in Federal court. A copy of the confidentiality order is attached as Appendix 24 to this affirmation.

7. If the Commission continues to allow Mr. Nussbaum to act in conflict to his clients, betray attorney client privilege, and break confidentiality orders, I personally and my companies will be irreparably harmed. I am asking the Commission to strike the Appendix 3 documents or seal them from public view.

8. I also make this affirmation in order to reply to the lies and other incorrect statements made by Mr. Nussbaum in his papers responding to my motion to intervene.

9. Mr. Nussbaum is misleading the Commission by saying that my motion to intervene was prepared by a lawyer for me. All I stated was that I had some American lawyers in Russian to help me to understand the legal issues and to help me with the English language. But the Commission should see how much Mr. Nussbaum is enjoying trying to defraud the Commission knowing that I don't have the funds to hire a lawyer.

10. Mr. Nussbaum is claiming that I have a personal vendetta against him. Why would I have such a vendetta against the lawyer who was willing to represent me for free? I refer the Commission to Appendix 1 of my motion to intervene.

11. Mr. Nussbaum also referred to a waiver of privilege in his papers. It is true that I waived attorney client privilege, but this was not a waiver of conflicts or a waiver allowing Mr. Nussbaum to improperly use confidential company documents. I, as the Commission may recall, openly produced the waiver of privilege in Appendix 18 to my motion to intervene.

12. I also would like to show to the Commission the shipping documents that the Global Auto Group received from Empire United Lines. Those documents were signed by me at the time I received them and it is undisputed that the same documents were sent to all the complainants by email from the Global Auto Group at the time they reserved the vehicles. See Appendix 23 attached showing the shipping documents as received. It is also undisputed that Mr. Nussbaum is in possession of these documents since he received them as my attorney but now he is hiding these documents from the Commission.

13. The Global Auto Group does claim that the complainants owe unpaid charges for the shipping of the vehicles. This is undisputed and thus it is obvious that the Global Auto Group has a financial interest in the vehicles that are the subject matter of these proceedings. I would like to refer to Appendix 10 of my motion to intervene showing that all the complainants signed letters stating that they bought the vehicles from Global Auto, not from any other company.

14. The Jeep Compass was sold by Global Cargo Oy as an agent for the Global Auto Group in November 2014. See Appendix 22 attached to this affirmation, which are the invoice issued by Global Cargo Oy acting as agent for Global Auto and the export document issued by the storage facility in Kotka, showing that the Jeep Compass was not in the possession of Empire United Lines or CarCont when it was sold. This is the vehicle claimed to have been only reserved by complainant Irina Rzaeva when she transferred money to the Global Auto Group that she called a "gift" as shown in Appendix 15 to my motion to intervene.

15. I also noticed that Mr. Nussbaum objects to my not having stated my location when I signed my affirmation and motion papers. I do not think this can be a requirement because I notice that the complainants never indicated their location when they signed the papers verifying their complaints in these proceedings. If Mr. Nussbaum is correct and I am wrong

about whether this is a requirement, then logically the complaints should also be dismissed together with my motion.

16. Yes I was not straightforward all the time with the court in other cases but Mr. Nussbaum all three years taught me how to lie. As described by Mr. Nussbaum I am the worst criminal and “pathological liar” but I am still the seller of all four vehicles, still the only person who always had ultimate power over the Global Auto Group, and since December 2013 the only owner and the only officer in all the Global Auto Group companies: G Auto, Effect Auto, and Global Auto.

17. Mr. Nussbaum is acting as if he is “Mother Teresa” and conveniently ignoring the undisputed fact that even though he was the chief designer of the scheme to defraud Empire United Lines that resulted in the customers of the Global Auto Group losing their reservation for the four vehicles at issue, he is now representing the victims of his own scheme.

18. Mr. Nussbaum is constantly quoting the bitter words addressed to me on August 31, 2015 by his Honor Judge Hillman from the bench. However, Mr. Nussbaum somehow forgets to inform this Commission that just 28 days later on September 28 Mr. Nussbaum was begging to continue being my lawyer for free. See *pro bono* retainer agreement sent to me by Mr. Nussbaum which was attached as Appendix 1 to my motion to intervene. On September 28, 2015 Mr. Nussbaum did not seem to object to having a client who is a “pathological liar”, “thief”, and a “master criminal”.

19. Additionally Mr. Nussbaum cannot dispute that as recently as June 06, 2016 he was writing to his potential clients and victims that “Mr. Sergey Kapustin has asked me to bring certain information to the attention of the Court.” See Appendix 16 to my motion to intervene. How strange that Mr. Nussbaum wanted to deliver my message to the attention of the

Commission but now he wants to silence me as a "pathological liar" and a "master criminal."

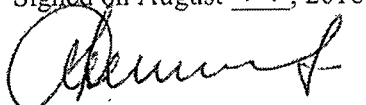
20. It is also undisputed that the whole scheme Mr. Nussbaum developed was made in conspiracy and accessory with another common criminal Igor Cherkassky, who is the owner of the shipping company Unitrans-PRA. It is obvious and undisputed that ALL the litigations in the FMC involving Mr. Nussbaum are brought by him as part of the criminal conspiracy against the competitors of Unitrans-PRA.

21. I ask the Presiding Officer to put himself in my shoes. If I have no chance to file the motion to disqualify this mentally obsessed sick individual Mr. Nussbaum, then he will continue to betray me, and after me his other clients. It is undisputed that Mr. Nussbaum is a troll who is flooding the courts, including the Commission, with meritless lawsuits and betraying all his clients. As an example, his other client Baltic Auto Shipping recently had to pay \$165,000 for Mr. Nussbaum's fraud.

22. I ask the Commission to allow me to file the motion to disqualify and I will do it in five days after I receive the permission from the Commission.

The foregoing is true and correct to the best of my knowledge under penalties of perjury under 28 U.S.C. § 1746.

Signed on August 19, 2016



Sergey Kapustin

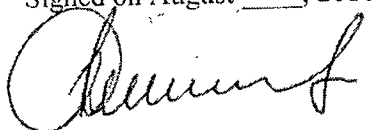
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the attached motion to supplement upon all parties of record by first class mail and email at the addresses below, and that the original and five copies are being filed with the Secretary of the Federal Maritime Commission:

Marcus A. Nussbaum
P.O. Box 245599
Brooklyn, NY 11224
marcus.nussbaum@gmail.com

Eric C. Jeffrey
Nixon Peabody LLP
799 9th Street NW, Suite 500
Washington DC 20001
ejeffrey@nixonpeabody.com

Signed on August 19, 2016

A handwritten signature in black ink, appearing to read 'Sergey Kapustin', written over a horizontal line.

Sergey Kapustin

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FROM:

Sergiy Kapustin
303 Ridgeway Street unit 1
Philadelphia, PA 19116

TO:

Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224

EXHIBIT 4

65



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Postal Product:
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DATE & TIME

STATUS/ITEM

LOCATION

July 16, 2016, 9:27 am

Delivered, Parcel Locker

BROOKLYN, NY 11224

Your item was delivered to a parcel locker at 9:27 am on July 16, 2016.

July 16, 2016, 10:25 am

Available for Pickup

BROOKLYN, NY 11224

July 16, 2016, 9:34 am

Out for Delivery

BROOKLYN, NY 11224

July 16, 2016, 9:24 am

Sorting Complete

BROOKLYN, NY 11224

July 16, 2016, 8:46 am

Arrived at Post Office

BROOKLYN, NY 11224

July 15, 2016, 12:08 pm

Departed USPS Destination Facility

METRO, NY

July 15, 2016, 12:05 pm

Arrived at USPS Destination Facility

METRO, NY

July 14, 2016, 10:52 pm

Arrived at USPS Origin Facility

PHILADELPHIA, PA 19116

July 14, 2016, 5:01 pm

Departed Post Office

WARMINSTER, PA 18974

July 14, 2016, 9:04 am

Acceptance

WARMINSTER, PA 18974

Track Another Package

Tracking (or receipt) number

Track It

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No tracking numbers necessary.

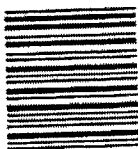
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U.S. POSTAGE
PAID
RICHMOND, PA
19001
AUG 18 2016
AMOUNT

\$6.45

R2304M110760-10



11224



1006

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Email Updates

DATE & TIME

STATUS OR EVENT

LOCATION

August 8, 2016, 2:12 pm

Delivered

BROOKLYN, NY 11224

Your item was delivered at 2:12 pm on August 8, 2016 in BROOKLYN, NY 11224.

August 5, 2016, 7:51 pm

Available for Pickup

BROOKLYN, NY 11224

August 5, 2016, 9:22 am

Out for Delivery

BROOKLYN, NY 11224

August 5, 2016, 9:12 am

Sorting Complete

BROOKLYN, NY 11224

August 5, 2016, 6:35 am

Arrived at Post Office

BROOKLYN, NY 11224

August 4, 2016, 1:01 pm

Departed USPS Destination Facility

METRO, NY

August 4, 2016, 7:59 am

Arrived at USPS Facility

METRO, NY

August 3, 2016, 10:00 pm

Departed USPS Facility

PHILADELPHIA, PA 19116

August 3, 2016, 7:20 pm

Arrived at USPS Origin Facility

PHILADELPHIA, PA 19116

August 3, 2016, 4:36 pm

Departed Post Office

RICHBORO, PA 18954

August 3, 2016, 1:58 pm

Acceptance

RICHBORO, PA 18954

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Tracking (or receipt) number

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Maria Temkin

From: ильдар хафизов <ildar.xafizov@inbox.ru>
Sent: Wednesday, May 18, 2016 2:17 PM
To: maria; melinda_mueller

To Maria Temkina

Case 13 CIV 7152

Akischev et al. vs Kapustin et al

Dear Maria Temkina

We have sent you two official letters (the first dated from 25 April 2016, the second on March 10, 2016) we provide you with the information which has a direct and immediate relationship to the judicial process of the distinguished Federal Judge Noel L. Hillman, the court of Camden city, New Jersey, USA.

Against TRT International Empire and ATC Logistics Oy Shipping companies

In the first letter (dated from 25 April 2016), the group of affected customers from the illegal actions of the TRT International and their direct official representative in Finland, the customs warehouse for responsible storage ATC Logistics Oy companies, asks you to comment to your actions, and answer to the affected customers on their questions.

We have provided you with the information that has immediate, direct relationship to your lawsuit against TRT International, Empire and ATC Logistics Oy Shipping companies.

We haven't received an answer to your official request.

EXHIBIT 5

Also this situation shows that you ignore the facts which are happening in Finland, in the scene of the crime of theft in especially large size, well-organized, by a group of persons consisting of Oleg Mitnik, Paul Kluyev, Marina Kluyeva, Kari Talvitie, who committed fraudulent acts against the customers of Global inc. And in consequence, the above listed persons, who are included in the criminal group, took possession of the cars of the customers, which doesn't belong to them to no any legal rights.

This request is going to be sent with an informal letter to the court of the Camden city New Jersey, United States of America, to the Honorable Judge Noel L. Hillman. As the fate of 100 cars delivered to the port of Mussalo, Kotka, the Republic of Finland and the fate of cars which are situated in the TRT International company's warehouse in the United States of America, that have not been delivered to Finland are in the hands of the respected judge. Committed theft in especially large size by a group of persons consisting of Oleg Mitnik, Paul Kluyev, Marina Kluyeva, Kari Talvitie (the persons against whom you are holding a trial in the USA), on the territory of the Republic of Finland, where the cars were stolen, and subsequently sold out, which belonged to our clients to legal rights, you are not interested in.

The fact of the illegal movement (theft in especially large size) by Paul Kluyev, the direct representative of TRT International company from its warehouse ATC Logistics Oy, with the direct guidance of Oleg Mitnik personally, of 43 cars having a direct relationship to your judicial process in the USA, New Jersey, in Camden city, you are not also interested in.

The process that we are taking in the territory of the Republic of Finland, which has the most direct relationship to your process held in the court of Camden city, New Jersey, USA.

The question is how you are going to pay the damages of the affected customers.

The customers who paid for their cars, which are in the territory of Finland, didn't receive them.

We want to convey to you the fact that:

A group of customers organized a collective submission of applications to the Supreme Executive authority of the Russian Federation, to the Investigative Committee of the Russian

хранения ATC Logistics Oy просит вас, дать комментарий вашим действиям, и ответить пострадавшим клиентам на их вопросы. Мы предоставили вам информацию, имеющую непосредственное, самое прямое отношение вашему к судебному процессу против Шипинговых компаний TRT International, Empaer и ATC Logistics Oy

Ответа на свой официальный запрос мы не получили.

Во втором письме (от 25 апреля 2016) мы так же предоставили информацию имеющую прямое отношение к вашему судебному процессу в Соединенных Штатах Америки .

Предоставили вам факты о незаконном перемещении 43-х автомобилей (принадлежащих на законных основаниях клиентам компании Globalinc), официальным представителем компании TRT International на территории Финляндии Павлом Ключевым со склада ATCLogisticsOy, на потайной склад Avind, с прямых указаний президента компании TRT International, Олегом Митником лично. (о чем есть официальное подтверждение , фото и видео фиксация) Так же в двух официальных письмах направленных в ваш адрес, мы предоставили вам факты вымогательства денег с клиентов, уже сполна оплативших свои автомобили.

Ответ на второе письмо нами так же получен не был.

На данный момент становится понятно , что не отвечая на наши официальные письма вам и игнорируя их, вы отказываетесь представлять факты и интересы обманутых клиентов перед законом, пострадавших от неправомерных действий компании TRT International и их официального представителя на территории Республики Финляндия склада ответственного таможенного хранения ATC Logistics Oy.

В начале судебного процесса, вы очень активно вели агитационную деятельность, рассылали запросы, консультировались у пострадавших клиентов, для присоединения их исковых заявлений к судебному процессу против Сергея Капустина президента компании Globalinc. В последствии получив удовлетворительный иск на сумму в 2 300 000 \$ вы игнорируете всех клиентов имея свой корыстный интерес. Если вы отказываете всем клиентам в той помощи, о которой обещали им ранее, когда они предоставляли вам информацию, которую вы использовали в личных целях организуя судебный процесс против компании Global inc. в лице президента компании Сергея Капустина, то просим вас сообщить нам об этом официально, так как клиенты остались не удовлетворены вашей работой и вашими действиями.

На данный момент вы ведете судебный процесс против Михаила Хитринова, Олега Митника, Павла Ключева и у вас не возникает вопросов от пострадавших клиентов ? Так же из сложившейся ситуации видно, что вы игнорируете факты происходящие на территории Финляндии, месте совершения преступления, хищения в особо крупном размере, хорошо организованной преступной, группой лиц в составе Олега Митника, Павла Ключева, Марины Ключевой, Кари Талвителие, совершивших мошеннические действия против клиентов компании Globalinc и впоследствии

Республики Финляндии склада ответственного таможенного хранения ATC Logistics Oy, склада сообщника, участвовавшего в хранении украденной техники AVIND принадлежащей клиентам компании Global inc.

--

ильдар хафизов

Maria Temkin

From: Sanek Nervniy <sanekbmw79@mail.ru >
Sent: Thursday, March 24, 2016 7:37 AM
To: maria@brownlegalconsulting.com
Subject: from Alexander Bogdanov

Hello dear Anna and Maria! This is Alexander Bogdanov, a representative the group of deceived people, whose cars were stolen by Oleg Mitnick (trt) and Michael Hitrinov (empaer unaited). Observing this process, I and the people I represent, do not agree if you make settlement for a smaller amount with the above-mentioned gentlemen (Mitnik and Hitrinov). No one gave you the right to reduce the amount of losses of customers! If you do it on your own, we have a lawyer in the territory of the Russian Federation, a well as in the United States, who will contact you soon. Sincerely Alexander Bogdanov.

Sanek Nervny

EXHIBIT 6

Maria Temkin

From: Санек Нервный <sanekbmw79@mail.ru>
Sent: Thursday, March 24, 2016 7:37 AM
To: maria@brownlegalconsulting.com
Subject: от Александра Богданова

Здравствуйте уважаемые Анна и Мария! Пишет вам Александр Богданов, представитель группы обманутых людей, чьи машины похитил Олег Митник (трт) и Михаил Хитринов (emraer unaited) . Следя за этим процессом , я, и люди которых я представляю, не согласны если вы произведете договоренность на меньшую сумму с выше упомянутыми господами (Митник и Хитринов). Ни кто вам не давал право уменьшать сумму потерь клиентов! Если вы предпримете это самостоятельно, у нас есть адвокат на территории РФ, а также на территории США, которые в ближайшее время будут вас контактировать. С уважением Александр Богданов.

--
Санек Нервный

Maria Temkin

From: Sergey Kapustin skapustin@yahoo.com
To: Maria Temkin; anna@brownlegalconsulting.com;
marcus.nussbaum@gmail.com
Sent: Monday, March 28, 2016 4:45 AM
Subject: Fwd: document from Hitrinov
Attachment: 1456442714686677.docx; Untitled attachment 00083.txt

Maria, Anna, Marcus, I am sending you a document, which was prepared for my signature by Hitrinov and his lawyer so they could use as leverage the amount of what is owed to them with the amount of claim that you filed against Hitrinov in Camden court, by this writing mr. Hirinov confirms that the client should get nothing and I will not be able to enter the U.S. territory, as Hitrinov is always threatening me with physical means and criminal prosecution, I cannot live like that as there is a threat of violence is against my life. He is constantly offering me to sue the lawyers, all the translations were done for me by Hitrinov, yes I understand that hitrinov is the one who is responsible for what is going on today, and all the filings in court are done by Michael hitrinov, and everything what the attorney for Krivosheev is doing is done by Hitrinov, I am ready to participate in any court as defendant, witness or injured party. I ask you to communicate it to the court.

EXHIBIT 7

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Monday, March 28, 2016 4:45 AM
To: Maria Temkin; anna@brownlegalconsulting.com; marcus.nussbaum@gmail.com
Subject: Fwd: документ от Хитринова
Attachments: 1456442714686677.docx; Untitled attachment.00083.txt

> Мария , Анна , Маркус , посылаю вам письмо которое для моей подписи составил Хитринов и его Адвокат , что бы сравнить сумму моего приговора с иском который вы предъявляете Хитринову в суде камдон , данным письмом г-н хитринов подчеркивает , что клиенты не должны ничего получить , я не могу заехать на территорию США , так как Хитринов постоянно угрожает расправой как физической так и уголовной , я не могу так больше жить , когда над моей жизнью висит угроза расправы . Постоянно предлагает судить адвокатов , все переводы мне готовил Хитринов , да я понимаю что хитринов тот человек , который сделал так как это сегодня происходит , и все заявления в суд пишет Михаил хитринов , также все что делает адвокат Кривашеева делает Хитринов , я готов участвовать в любом суде , как ответчик , свидетель и пострадавший .просьба сообщить это в суд .

7. SK Imports, Inc. transacts business under the fictitious name Global Cars and is a successor to Global Auto, Inc., Effect Auto Sales, Inc. and G Auto Sales, Inc.

8. On my own behalf, and on behalf of the Global Enterprise, I hereby confess judgment in favor of Empire United Lines Co., Inc., a New York corporation, and Michael Hitrinov, a resident of New York, or their successors or assigns ("Empire") for the sum of One Million Eight Hundred Forty Seven Thousand Five Hundred Eight and 70/100 Dollars (\$1,847,508.70) and hereby authorize Empire or their successors, assigns or legal representatives to enter judgment for that sum, plus accrued interest and less any payments on account, jointly and severally against me and the Global Enterprise in the County of New York and in any jurisdiction where such judgment is enforceable in the circumstances set forth below.

9. This Affidavit of Judgment by Confession is executed pursuant to New York Civil Practice Law and Rules Section 3218 for a debt justly due to Empire arising out of the following facts:

- a. The Global Enterprise was involved in the business of purchasing automobiles in the United States at auctions for re-sale to buyers overseas.

Investment Agreement

- b. On or about September 2010, on behalf of the Global Enterprise, I negotiated and entered into an agreement with Empire pursuant to which Empire would invest certain funds in the Global Enterprise's automobile vehicle inventories in exchange for a profit-sharing arrangement plus a payment of 1.5% per month as an advance payment of Empire's share of anticipated profits from the re-sale by the Global Enterprise of the vehicles acquired through Empire's investment (the "Investment Agreement").

- c. Under the Investment Agreement the parties further agreed that, in exchange for Empire's investment, Empire was to receive a 60% equity interest in those vehicles in the Global Enterprise's inventory financed by Empire's investment.
- d. Under the Investment Agreement, the parties agreed to review the profit realized on the sale of each investment vehicles by the close of the 2012 calendar year and to distribute those profits on the basis of the parties' respective equity; *i.e.* 60% Empire / 40% Global Enterprise.
- e. The Investment Agreement further provided for Empire to be entitled to a right of possession in any vehicle acquired by the Global Enterprise through the Empire investment, until such time as it was released to a third-party buyer with the consent of Empire. Such vehicles were to serve as collateral for Empire's investment and in the event of breach of the Investment Agreement by the Global Enterprise any vehicles in Empire's possession could be sold by Empire to recoup the amounts due to Empire under the Investment Agreement.
- f. Finally, the Investment Agreement authorized Empire to demand repayment of the principal investment amount with 30 days' notice, and upon failure to provide repayment within 30 days to sell any of the vehicles in Empire's possession to recoup the amounts due to Empire under the Investment Agreement.

Failure to Repay Investment

- g. On December 27, 2012, Empire notified me and the Global Enterprise concerning the breach of the Investment Agreement and demanded repayment of all amounts due within 30 days.

- h. On December 27, 2012, the principal amount invested by Empire which remained justly due to be repaid was \$422,018.00.
- i. I, and the Global Enterprise, breached the Investment Agreement by failing to repay the amounts justly due to Empire, and by failing to distribute any profits from the sale of vehicles financed through the Investment Agreement.
- j. Due to this breach of the Investment Agreement, Empire was forced to sell some of the vehicles which were in their possession in January of 2013 in order to mitigate their damages and recoup the amounts due under the Investment Agreement.
- k. Empire sold 43 vehicles, receiving only \$332,206.59 in net proceeds from the sale after taking into account liabilities to the purchasers for significant repairs that had to be conducted in order to render the vehicles merchantable due to the poor condition of the vehicles.
- l. Empire's sale of the vehicles was authorized under the Investment Agreement and I believe that Empire's actions were reasonable under the circumstances.
- m. Thus, even after the sale of these vehicles \$89,811.41 remained justly due and owing to Empire

Failure to Pay Profit Sharing

- n. Between September 2010 and December 2012, approximately 543 vehicles were financed through the Investment Agreement and were sold by the Global Enterprise with no profits being distributed to Empire.

- o. Between September 2010 and December 2012, the average profit that the Global Enterprise was earning with the sale of each vehicle was approximately \$3,000.00.
- p. Thus, under the Investment Agreement, Empire was entitled to receive profits from the sale of the approximately 543 vehicles financed through the Investment Agreement, in the total amount of \$977,400.00 as nearly as can now be calculated.
- q. The Global Enterprise pre-paid profits in the total amount of \$212,719.30 to Empire in the form of the 1.5% monthly payments which served as advances on Empire's share of the profits.
- r. Thus, as of December 2012, there still remained a balance of \$764,680.70 in profits justly due and owing by the me and the Global Enterprise to Empire.

Unpaid Storage Charges

- s. On December 18, 2012, Empire notified me and the Global Enterprise that effective immediately the cost of storing vehicles in Empire's warehouse in New Jersey would be \$10.00 per day and also include a \$300.00 handling fee.
- t. I, and the Global Enterprise, have failed to pay these reasonable storage charges which have accrued with respect to sixteen vehicles that Empire stored in their warehouse in New Jersey from December 2012 through July, 2015.
- u. These unpaid storage charges are presently in the amount of \$160,810.00 and are justly due to Empire.

Defamation of Empire

- v. Beginning in late January 2013 and continuing through March 2013, on behalf of the Global Enterprise, I prepared and sent letters and emails to Empire's vendors, business partners, customers, and competitors containing falsehoods about Empire and misrepresentations of the facts surrounding the dispute between myself, Empire and the Global Enterprise. I also encouraged others to spread these letters containing false, malicious and defamatory statements concerning Empire.
- w. My purpose in writing and sending these letters and emails was to harass, embarrass, and defame Empire and try to cause them to lose valuable business relationships and reputational standing in the community and industry.
- x. In March 2013, on behalf of the Global Enterprise, I purchased and registered, or caused to be purchased and registered approximately 25 internet domains, and caused false, malicious, and defamatory statements concerning Empire to be published on those domains. When registering and creating these websites, I falsely registered and created them in such a manner as to make it appear that Empire had registered and created these websites. These websites were all hosted on the servers utilized by the Global Enterprise.
- y. I knew that the content on the websites was false when they were created and my purpose in registering and creating these websites was to harass, embarrass, and defame Empire and try to cause them to lose valuable business relationships and reputational standing in the community and industry.
- z. I understand that Empire has been seriously injured by the false and defamatory letters, emails, and websites which accused Empire falsely of engaging in

criminal conduct and agree that the value of this damage to Empire's reputation would be fairly valued at \$500,000.00.

Total Amounts Justly Due and Owing

aa. In total, \$1,847,508.70 remains justly due and owing to Empire by me and the Global Enterprise, broken down into the following categories:

1. Liability for repayment of investment: \$422,018.00;
2. Liability for payment of profit sharing: \$764,680.70;
3. Liability for payment of storage and handling charges:
\$160,810.00; and
4. Liability for creation and publication of defamatory letters, emails,
and websites: \$500,000.00.

10. Empire is presently litigating claims with respect to the amounts due and owing as described above against me and the Global Enterprise in the United States District Court for the Eastern District of New York. The Global Enterprise has been held to be in default in that litigation.

11. In order to avoid incurring further difficulty and expense in defending against these claims, I have decided to settle the claims between Empire, myself, and the Global Enterprise.

12. I and the Global Enterprise do not presently have the ability to pay Empire the amounts due and owing as described above, since I and the Global Enterprise are subject to freezing orders issued by the United States District Court for the District of New Jersey.

13. Therefore, by way of compromise, on behalf of myself and the Global Enterprise, I have agreed to enter into this Confession of Judgment.

14. This Confession of Judgment may be entered without any prior notice to myself or the Global Enterprise.

15. I further authorize entry of judgment against me and the Global Enterprise, jointly and severally, for costs and disbursements as provided in Section 3218(b) of the New York Civil Practice Law and Rules and reasonable attorney's fees incurred by Empire in the entry of this judgment and any subsequent proceedings to enforce such judgment.

16. This Confession of Judgment does not involve an installment sale as prohibited by New York Civil Practice Law and Rules Section 3201.

17. This confession of judgment is not for the purpose of securing Empire against a contingent liability.

SERGEY KAPUSTIN
In his individual capacity

SERGEY KAPUSTIN
President of Global Auto, Inc.

SERGEY KAPUSTIN
President of Effect Auto Sales, Inc.

SERGEY KAPUSTIN
President of G Auto Sales, Inc.

SERGEY KAPUSTIN
President of SK Imports, Inc.

February 4, 2016

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Saturday, May 28, 2016 10:24 AM
To: Jon Werner; anna@brownlegalconsulting.com,
marcus.nussbaum@gmail.com; Maria Temkin

Sent from iPhone dear john, not waste your time on conversations with Mitnik and Krivosheev, it is too late, your client did everything so that the case went out of control, people want their money that Hitrinov stole, and all sorts of made up stories that the freight was not paid for, these are all made-up and that there were no releases, that sheriff arrested the cars, did he arrest in Kotka also and let Hitrinov to remove them. I will go with those who fights against Hitrinov and I do not care whether it would be temkin or brown or nussbaum or other attorneys, I will be on the side of the people who fights against Hitrinov and Mitnik because they stole peoples' property and the case against me was made up and it does not matter today that Hitrinov made it and all of that because of Hitrinov, and there are people which figured that out, and they will come to court against hitrinov because I helped them to get visas, and that's the truth!!! Which everyone needs, and your Hitrinov measure everything with money and that's not always important. He threatens people with litigations so they come to his side, let him sue us all, we will all come to court and judge us. If Hitrinov states that I owe him, then he should sue me, why did he touch the clients' cars, or as usual to scare with court, it is not that scary!!! Or money which he offered to buy me with when he offered \$75,000 so I signed all his dirty documents but no, no, no, and one more time no. Or to give the clients' cars which are in Camden court to Krivosheev instead they should be given to people to whom they belong. And your Hitrinov will have to answer, I do not take your side and the side of brown and Temkin, I take the clients' side, they will get it all done, and the suffered not only from me but from Hitrinov and Mitnik and from your hands, that is give the people what is stolen. You are fighting for Hitrinov's stolen things so you are in his business also because you accept money that Hitrinov stole from people. Nobody is going to let you settle for less, give back what you took from people. I am not that good in jurisprudence but I know that Hitrinov stole clients' money. The clients will come to court to testify how Hitrinov convinced them to testify against me and made up stories. I and all my clients will testify how Hitrinov and Mitnik conduct their criminal affairs!

EXHIBIT 9

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Saturday, May 28, 2016 10:24 AM
To: Jon Werner; anna@brownlegalconsulting.com; marcus.nussbaum@gmail.com; Maria Temkin

Отправлено с iPhone уважаемый John, не традьте свае время на переговоры с Митником и Кривошеевым, все очень поздно, ваш подопечный все сделал так, что бы дело вышло из под контроля, люди хотят свои деньги которые украл Хитринов, и всякие придуманные истории, что был не оплачен фрахт, это все очередные выдуманные истории, все это вранье что небыло откреплений, что шериф арестовал машины, что в котке тоже арестовал, а Хитринову дал вывезти. я буду идти с теми кто боретца против Хитринова, и мне без разницы кто это будет, темкина или браун или насбаум, или другие адвокаты, я буду на той стороне кто будет боротца против Хитринова и Митника, а потому как они украли имущество людей, и то что дело которое против меня было выдумано, мне сегодня уже без разницы его сделал Хитринов, и всего бы этого небыло если бы не Хитринов, и есть люди которые в этом разобрались, и на суд против хитринова приедут люди которым я помог сделать визы, это будет правда !!!! Которую ждут все, ваш Хитринов все мерит деньгами, это не всегда важно. Он всячески угрожает людям, что бы они были на его стороне судами, да пусть судит всех, мы все придем на суд, и судите нас !!!! Если Хитринов утверждает, что я ему должен суди меня, зачем машины клиентов тронул, или как обычно напугаю всех судами, да нет уже не страшно !!!! Или денгами которыми он хотел купить в очередной раз, когда мне предлагал 75 000 \$, чтобы я подписывал его поганки, нет, нет, нет и еще раз нет, Или дать Кривошеевым машины клиентов, которые сегодня в кэмдонском суде, да не когда, пусть они достанутца тому кому они пренадлежат. И ваш Хитринов будет всеровно отвечать, я принимаю вашу сторону и сторону браун и Темкин, я принимаю сторону клиентов, и у них все получетца их очень много, и они не только постродали от меня, но и от Хитринова, Митника, ну и от ваших рук тоже, поэтому надо людям отдать, что украли. Вы боретесь за то что Хитринов украл, значит вы тоже с ним в деле, вы берете деньги, которые Хитринов украл у людей. Вам некто не позволит договаритца, на меньшее, вы отдадите, что забрали у людей. я не настолько подкован юридически, но знаю одно, Хитринов украл деньги у клиентов. Клиенты дадут в суде показания как Хитринов их уговаривал довать показания против меня, и врал им разные истории. Я и все мои клиенты дадут подприсягой как Хитринов и Митник строят свою приступную деятельность !

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Date: Sunday, May 29, 2016 12:44
Subject: Хитринов-митник
To: Jon Werner <jwerner@lyons-flood.com>, marcus.nussbaum@gmail.com,
anna@brownlegalconsulting.com, Maria Temkin, igor@vdlawfirm.com
Subject: Hitrinov-Mitnik

Sent from iPhone dear john and all who will be receiving this letter, your goal which you have tried to achieve is outdated, I will not be negotiating, as I understand that everything is a lie, to steal clients' cars and then try to negotiate. This is not happening. I do not want to become like Hitrinov and Mitnik. Yes, may be I did things in my business which I am not supposed to do but I was punished for this but I did not steal people's cars and did not take them as shamelessly as Hitrinov and Mitnik. That is why you can even ask the judge to arrest me. It is not that scary. What scary is to be sleazy And a scumbag and to lie to a business partner and then to steal from the business partner. By the way, about Bogdanov, all attorneys asked for his help, even Hitrinov asked to get in touch with him, and about the information collection, and to say that it was I??? How funny!!! You can tell whatever you want to. I do not change my word, but for Hitrinov, nothing would have happened what is happening today. It is Hitrinov who arranged all courts, and he continues to do so, and I am ready to answer for all the things I do but Hitrinov must answer himself for what he did. I will not stop if you threaten to arrest me. Arrest me but the clients' complaints will stand until the last client is satisfied. And that is for long and for sure, then taking a bite of what is Hitrinov offering and that Mitnik will give 200 000\$ so I shut up but this will never happen, you need to give back what you stole from people.

EXHIBIT 10

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Sunday, May 29, 2016 12:44 PM
To: Jon Werner; marcus.nussbaum@gmail.com; anna@brownlegalconsulting.com; Maria Temkin; igor@vdlawfirm.com
Subject: Хитринов-митник

Отправлено с iPhone уважаемый john и все кто получит это письмо, ваша цель которую вы преследовали, не актуальна, я не буду болше не с кем и не о чем договариватца, потому как я понял, что вокруг одно вранье, украсть машины у клиентов и при этом еще пыатца договаритца !!! Это не реально. Я не хочу стать таким как Хитринов и Митник. Да я может где то совершал в бизнесе, то что не должен был делать, но за это был наказан, но я не крал у людей машины, и не забрал так нагло, как это сделал Хитринов и Митник. Поэтому вы можете, так же попросить у судьи моего ареста. Это не страшно. Страшно стать мразью. И подонком и врать партнеру по бизнесу и при этом, его еще и обокрасть. Кстате начет Богданова, все адвокаты просили его помощи, даже Хитринов просил с ним связи, о сборе информации и при этом говарить, что это я ??? Смешно !!! Можете говарить, что угодно. Я свое мнение не меняю, если бы не Хитринов, небыло бы ничего, то что сегодня происходит. Это Хитринов организовал все суды, и продолжает, я готов отвечать, что делаю я, но Хитринов пусть сам отвечает, за то что он сделал ! Я не остановлюсь перед вашими угрозами меня арестовать. Арестовывайте, но жалобы клиентов останутца, пока не будет удовлетварен последний клиент. И это еще надолго, но надежно, чем съесть кусок который предлагает Хитринов, а также предлагает, что Митник даст 200 000\$, что бы я закрыл рот, никогда этого не будет, надо отдать, то что вы украли у людей.

Maria Temkin

From: Sergey Kapustin skapustin@yahoo.com
To: Maria Temkin; anna@brownlegalconsulting.com
Sent: Sunday, May 29, 2016 12:26 AM

Sent from Iphone dear Maria, Anna, why having signed all the documents against hitrinov and Mitnik, you filed complaint in court only with three clients, why did you leave the rest of them behind, if you are refusing to go against these criminals, then give your power to file claims against Hitrinov and Mitnik to other attorneys who were contacted by clients, Hitrinov brazenly laughing to your face and telling everybody how he bought all including you. If you do not understand something, then ask, Hitrinov pushing money so he can close the issues while you are suing people you do not need. Are there not enough people that signed the petitions, there are more than 50 of them. What is your purpose??? You need to help people and shut down Hitrinov once and for all, I understand it is hard but real, you have people strength in your hands, why should I be responsible for all. Hitrinov offered me \$75,000. So I sided with him, I did not accept and did not sign a single paper, while I really need them. The people did great job so you can win, and you do not help them, the people put together a budget and gathered some funds for expenses, the case is at prosecutor's office in RF. And in finland's prosecutor's office, and you are not doing anything, may be I am mistaken but it appears so.

EXHIBIT 11

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Sunday, May 29, 2016 12:26 AM
To: maria@brownlegalconsulting.com

Отправлено с iPhone дорогая Мария , Анна, почему подписав вам все документы против хитринова и Митника , вы подали в суд всего трех клиентов , а что остальные остались за бортом , если вы отказываетесь вести дело против данных преступников , передайте полномочия ведения дел против Хитринова и Митника другим адвокатам , к которым обратились клиенты , Хитринов нагло смеется всем в лицо и рассказывает как он всех купил , и вас в том числе . Если вы , что то не понимаете , то спрашивайте вам подскажут , Хитринов всячески сует деньги , что бы закрыть вопросы , а вы пока пытаетесь привлечь к суду не тех кого нужно , что мало людей которые сегодня подписали заявления их больше 50 уже , ваша цель в чем ????. Надо помочь людям , и закрыть с Хитриновым раз и навсегда , я понимаю сложно , но реально , у вас в руках сила людская , или только я один должен был ответить за всех . Хитринов мне предложил 75 000\$. Чтобы я выступал за него , я не взял , и не подписал не одной бумаги , хотя они мне очень нужны . Люди про делали колоссальную работу , что бы у вас были козыря , а вы им не помогаете , люди уже сделали кассу , собрав какие то деньги на расходы , дело в прокуратуре Р.Ф. И в финской прокуратуре , а вы бездействуете , может я ошибаюсь , но это похоже так .

Maria Temkin

From: Sergey Kapustin skapustin@yahoo.com
Sent: Thursday, June 23, 2016 11:47 PM
To: maria@brownlegalconsulting.com; marcus.nussbaum@gmail.com;
anna@brownlegalconsulting.com;
igor@vdlawfirm.com; jwerner@lyons_flood.com;
michael@eulines.com
Subject: Re: Sorry, mistake

Sent from iPhone. I apologize for bothering. In May I sent you several emails. In which I notified you that your client Michael offered me \$75,000 (USD). Unfortunately, it is not so. I would not have said no. I am just frustrated that after years of business which I gave to Michael, he did everything according to our agreement, I thought he could have helped me an opportunity to get out of this debt hall. All my emails that I sent you May 17-19 were dictated to me by Marcus Nussbaum. This (dishonest attorney) Marcus Nussbaum, which does his political career, got in touch with me over the phone and he told me that he agreed with his partner Maria Temkin that if I write these letters she will not sue me anymore. He literally dictated me all these letters. I am sorry that I keep on believing these people and believed this dishonest attorney Marcus. When Nussbaum Marc was our attorney he got \$14,000 from me so he could develop a scheme not to give back money to empire but to sell all cars and go to court. He made me and other Global company's employees to sign documents which are complete lies. Marcus Nussbaum a dishonest attorney, which created for Global false documents and ask to send out to clients. I am going to sue him and request that he stopped his machinations. Nobody gave me money, not for this letter, not for any other letters.... Again forgive me if you can....

EXHIBIT 12

Maria Temkin

From: Sergey Kapustin <skapustin@yahoo.com>
Sent: Thursday, June 23, 2016 11:47 PM
To: maria@brownlegalconsulting.com; marcus.nussbaum@gmail.com;
anna@brownlegalconsulting.com; igor@vdlawfirm.com; jwerner@lyons-flfood.com;
michael@eulines.com
Subject: Re: Извините ошибка

Отправлено с iPhone

> Jun 24, 2016, в 12:02 AM, Sergey Kapustin <skapustin@yahoo.com> написал(а):

>
>
>

> Sent from my iPhone. Я прошу прощения за беспокойства . В мае я отправил вам несколько имэйлов . Где сообщаю , что ваш клиент Михаил , мне предлагал 75 000\$ (США) . К сожалению это не так .Хотя я бы не отказался . Просто мне обидно , что после стольких лет бизнеса , которые я довал Михаилу, он сделал все согласно нашего договора , я думал он мог бы дать мне возможность выбратца из этой финансовой ямы . Все мои Имайл , которые я послал вам в мае 17-19 числа , были мне продиктованы Маркусом Насбаум . Этот (не честный адвокат) Маркус Насбаум , который делает на мне свою палетическую карьеру связался со мной по телефону , и сообщил мне , что он договорился со своим партнером Марией Темкиной , что если я напешу эти письма она болше не будет меня судить .Он буквально продиктовал мне , все эти письма .Я сожалею по.прежнему , верю людям и опять поверил этому нечестному адвокату (Маркусу). Насбаум Марк ещё когда был нашим адвокатам , получил 14 000\$ от меня , за то что обещал мне разработать схему , как не отдать деньги эмпаер и продать все машины и подать в суд . Он заставил меня и других работников Global company подписывать документы которые полностью одна лож .Марк Насбаум это не честный адвокат , который создал для Global фальшивые документы и просил их рассылать клиентам . Он первый виновник того , что мы не отдали деньги и люди не получили машины . Я собираюсь судить его и требую , что бы он прекратил свои махинации . Ни каких денег мне никто не довал , ни за это письмо , и не за какие другие письмаЕщё раз простите , если можно.

MARCUS A. NUSSBAUM, ESQ.

Mail Drop: P.O. Box 245599, Brooklyn, NY 11224

Tel: 888-426-4370 | **Fax:** 347-572-0439

Email: marcus.nussbaum@gmail.com

Web: www.nussbaumlawfirm.com

August 30, 2016

Federal Maritime Commission
800 North Capitol Street, N.W.
Washington, D.C. 20573
Attn: Office of the Secretary
Attn: Karen V. Gregory

Re: *Igor Ovchinnikov, et al, v. Michael Hitrinov a/k/a Michael Khitrinov, et al.*
FMC Docket 15-11

Kairat Nurgazinov, v. Michael Hitrinov a/k/a Michael Khitrinov, et al.
FMC Informal Docket 1953(I)

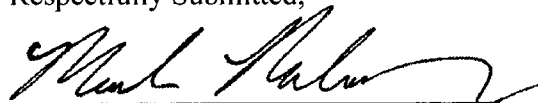
Dear Ms. Gregory:

I represent the Complainants in the above referenced matters.

Attached, please find an original and five copies of Complainants' Motion to Supplement the Record and Appendix. Respondents have been additionally served herein via First Class Mail.

We thank the Commission for its continued courtesy and consideration.

Respectfully Submitted,



Marcus A. Nussbaum, Esq.

P.O. Box 245599

Brooklyn, NY 11224

Tel: 888-426-4370

Fax: 347-572-0439

Attorney for Complainants

marcus.nussbaum@gmail.com